

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Bay Area Gurukul Attention: Swati Shah	
Address: 1306 Chewpon Ave., Milpitas, CA 95035	Tax ID Number: -
Phone Number: (408) 942-9004	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and Bay Area Gurukul, an individual or a California corporation ("Contractor") and this Agreement will be in effect from June 1, 2014 to June 30, 2105, in Milpitas, California.

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
2. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: Art Classes, Children's Classes and Preschool Enrichment (see attached scope of service fully incorporated herein)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
4. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate**: 65 % of receipts (resident rate only).

- A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 3, 5, 7

Minimum Participants 4

Maximum Participants 8,15

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. S.J Contractor initials.
8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:

S. J. Shah
[Bay Area Gurukul (Swati Shah)]

Date: 06/23/14

CITY OF MILPITAS, CALIFORNIA

By: Carmen Vaclav

Date: 6/25/14

Milpitas Recreation

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

Instructor

Swati Shah
1306 Chewpon Avenue
Milpitas CA 95035

Instructor ID:
SSN:
Home Phone: (408) 942-9004

Letter of Agreement

This agreement calls for you to teach the following activities:

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
1601 - Dramatic Art Play - Parent & Me MCC Large Meeting Room	2015 Spring		Mon Feb 23-Mon Apr 13 10:00 AM-11:00 AM	Yes		7	7	7.00	0.00	0.00
General Rate: 65.0000% of key fees										
1602 - Dramatic Art Play - Parent & Me MCC Large Meeting Room	2015 Spring		Mon Apr 20-Mon Jun 8 10:00 AM-11:00 AM	Yes		7	7	7.00	0.00	0.00
General Rate: 65.0000% of key fees										
1603 - Abacus & Mind Math Champs	2015 Spring		Mon Feb 23-Mon Apr 13 4:30 PM-6:00 PM	Yes		7	7	10.50	0.00	0.00
General Rate: 65.0000% of key fees										
1604 - Abacus & Mind Math Champs	2015 Spring		Mon Apr 20-Mon Jun 8 4:30 PM-6:00 PM	Yes		7	7	10.50	0.00	0.00
General Rate: 65.0000% of key fees										
1605 - Introduction to Bollywood	2015 Spring		Mon Feb 23-Mon Apr 13 4:30 PM-5:15 PM	Yes		7	7	5.25	0.00	0.00
General Rate: 65.0000% of key fees										
1606 - Introduction to Bollywood	2015 Spring		Mon Apr 20-Mon Jun 8 4:30 PM-5:15 PM	Yes		7	7	5.25	0.00	0.00
General Rate: 65.0000% of key fees										
1607 - Bollywood Kids	2015 Spring		Mon Feb 23-Mon Apr 13 5:30 PM-6:30 PM	Yes		7	7	7.00	0.00	0.00
General Rate: 65.0000% of key fees										

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1608 - Bollywood Kids	2015 Spring	Mon Apr 20-Mon Jun 8 5:30 PM-6:30 PM	Yes	7	7	7.00	0.00	0.00
	General Rate: 65.0000% of key fees							
1609 - Little Artist MCC Art Room	2015 Spring	Tue Feb 24-Tue Mar 24 10:15 AM-11:00 AM	Yes	5	5	3.75	0.00	0.00
	General Rate: 65.0000% of key fees							
1610 - Little Artist MCC Art Room	2015 Spring	Tue Apr 14-Tue May 19 10:15 AM-11:00 AM	Yes	5	5	3.75	0.00	0.00
	General Rate: 65.0000% of key fees							
1612 - Play Yoga	2015 Spring	Tue Feb 24-Tue Apr 14 4:15 PM-5:00 PM	Yes	7	7	5.25	0.00	0.00
	General Rate: 65.0000% of key fees							
1613 - Play Yoga	2015 Spring	Tue Apr 21-Tue Jun 9 4:15 PM-5:00 PM	Yes	7	7	5.25	0.00	0.00
	General Rate: 65.0000% of key fees							
1614 - Fun-O-Math	2015 Spring	Tue Feb 24-Tue Apr 14 5:15 PM-6:00 PM	Yes	7	7	5.25	0.00	0.00
	General Rate: 65.0000% of key fees							
1615 - Fun-O-Math	2015 Spring	Tue Apr 21-Tue Jun 9 5:15 PM-6:00 PM	Yes	7	7	5.25	0.00	0.00
	General Rate: 65.0000% of key fees							
1616 - Shikho Hindi	2015 Spring	Wed Feb 25-Wed Apr 15 4:00 PM-5:00 PM	Yes	7	7	7.00	0.00	0.00
	General Rate: 65.0000% of key fees							
1617 - Shikho Hindi	2015 Spring	Wed Apr 22-Wed Jun 3 4:00 PM-5:00 PM	Yes	7	7	7.00	0.00	0.00
	General Rate: 65.0000% of key fees							
1618 - Young Blooming Artist	2015 Spring	Thu Feb 26-Thu Apr 16 4:00 PM-5:00 PM	Yes	7	7	7.00	0.00	0.00
	General Rate: 65.0000% of key fees							

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1619 - Young Blooming Artist	2015 Spring	Thu Apr 23-Thu Jun 4 4:00 PM-5:00 PM	Yes	7	7	7.00	0.00	0.00
General Rate: 65.0000% of key fees								
1620 - Explore Yoga	2015 Spring	Thu Feb 26-Thu Apr 16 5:00 PM-6:00 PM	Yes	7	7	7.00	0.00	0.00
General Rate: 65.0000% of key fees								
1621 - Explore Yoga	2015 Spring	Thu Apr 23-Thu Jun 4 5:00 PM-6:00 PM	Yes	7	7	7.00	0.00	0.00
General Rate: 65.0000% of key fees								
1914 - Calligraphy	2015 Spring	Fri Feb 27-Fri Apr 17 5:15 PM-6:15 PM	Yes	7	7	7.00	0.00	0.00
General Rate: 65.0000% of key fees								
1915 - Calligraphy	2015 Spring	Fri Apr 24-Fri Jun 5 5:15 PM-6:15 PM	Yes	7	7	7.00	0.00	0.00
General Rate: 65.0000% of key fees								
1916 - Fusion Camp	2015 Spring	Tue Feb 17-Fri Feb 20 9:00 AM-12:00 PM	Yes	1	4	12.00	0.00	0.00
General Rate: 65.0000% of key fees								
1917 - Fusion Camp	2015 Spring	Tue Feb 17-Fri Feb 20 9:00 AM-3:00 PM	Yes	1	4	24.00	0.00	0.00
General Rate: 65.0000% of key fees								
1919 - Namaste Yoga Workshop MSRC Dance Room	2015 Spring	Sat Mar 7-Sat Mar 7 9:00 AM-10:00 AM	Yes	1	1	1.00	0.00	0.00
General Rate: 65.0000% of key fees								
1920 - Namaste Yoga Workshop MSRC Dance Room	2015 Spring	Sat May 2-Sat May 2 9:00 AM-10:00 AM	Yes	1	1	1.00	0.00	0.00
General Rate: 65.0000% of key fees								
1921 - Adult Yoga MSRC Dance Room	2015 Spring	Sat Feb 28-Sat Apr 18 8:00 AM-9:00 AM	Yes	7	7	7.00	0.00	0.00
General Rate: 65.0000% of key fees								

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Instructor

Swati Shaw Pre-K Enrichment
Programs
1306 Amesway Avenue
Milpitas CA 95035

Instructor ID:
SSN:
Home Phone: (408) 957-0493

Letter of Agreement

This agreement calls for you to teach the following activities:

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor Role	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
1600 - School of Creative Minds - PreK Enrichment MCC Preschool Room 1	2015 Spring		Mon Feb 2-Thu Jun 4 9:00 AM-12:00 PM	Yes		0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees										
1611 - School of Creative Minds - PreK Enrichment MCC Preschool Room 1	2015 Spring		Mon Feb 2-Thu Apr 9 9:00 AM-12:00 PM	Yes		8	31	93.00	0.00	0.00
General Rate: 70.0000% of key fees										
1624 - School of Creative Minds - PreK Enrichment MCC Preschool Room 1	2015 Spring		Tue Feb 3-Thu Apr 9 9:00 AM-12:00 PM	Yes		8	16	48.00	0.00	0.00
General Rate: 70.0000% of key fees										
1625 - School of Creative Minds - PreK Enrichment MCC Preschool Room 1	2015 Spring		Mon Apr 13-Thu Jun 4 9:00 AM-12:00 PM	Yes		8	30	90.00	0.00	0.00
General Rate: 70.0000% of key fees										
1626 - School of Creative Minds - PreK Enrichment MCC Preschool Room 1	2015 Spring		Tue Apr 14-Thu Jun 4 9:00 AM-12:00 PM	Yes		8	15	45.00	0.00	0.00
General Rate: 70.0000% of key fees										